

Sept. 26, 1903.

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VOL. XLVII., No. 48.

The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 26, 1903.

* * * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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Case Reported this Week.

An Act for Regulating the Police in the City of London (2 & 3 Vict. c. xciv.) and a Complaint against the said Act, Re, and Re The Telegraph Act, 1863 to 1890 795

Current Topics.

IT IS ANNOUNCED that the appeal to the House of Lords from the judgment of the Court of Appeal in *Rex v. Howard*, the Farnham licensing case (51 W. R. 21; 1902, 2 K. B. 363), has been withdrawn; hence it must now be taken to be settled that licensing justices may make a preliminary investigation as to the number of licensed houses in their district, and adopt and act on the report of a committee of themselves appointed to make the investigation, and themselves object to the renewal of licences.

THE LORD CHANCELLOR, who returned to London last Saturday, much improved in health, has lost no time in contradicting the rumours which appear to have had their origin in a statement that Sir ROBERT FINLAY's seat for the Inverness Burghs would shortly be vacated. The authoritative denial states that the Lord Chancellor "is in hearty agreement with the Prime Minister's fiscal policy, and his absence from the Cabinet Councils of last week was due exclusively to considerations of health, which made it necessary for him to remain at Harrogate. He is now better than he was, and, unless he should find his strength unequal to the discharge of his duties, he is unlikely to entertain the thought of resigning."

THE PROGRAMME of the Liverpool meeting of the Law Society appears in an unusually tasteful form, and it shows a plentiful provision for the entertainment of the visitors. There are to be a ball; theatrical performances; an organ recital at St. George's Hall; a banquet at the Philharmonic Hall, with provision for accommodation in the boxes for ladies desirous of hearing the speeches; and a reception by Mr. and Mrs. GRAY-HILL in the Walker Art Gallery. There are also numerous places of interest open to visitors; three alternate excursions are provided, and golfites are to be enabled to play their favourite game if they prefer it to an excursion. They would probably infinitely prefer it to listening to the papers, but we trust that means have been taken to curb this most reprehensible tendency. A more attractive programme for a provincial meeting was never provided; let us hope that the papers and discussions will be up to the mark.

JUDGE EMDEN, in a case tried before him this week, appears to have made some rather unjust animadversions on the Law Society. He is reported to have said "that solicitors had to undergo a lengthy and expensive education, and had to pay high fees to the Law Society. In spite of this, the society stood by and allowed the work of solicitors to be taken from them by house agents. If there was no law to prevent this kind of thing, it was the duty of the society to agitate for further legislation."

In the first place, it is hardly necessary to point out that the "high fees" paid by solicitors are not paid to the Law Society, but are exacted by the Government; and in the next place, the persons to sue for the penalty for infringements of section 44 of the Stamp Act, 1891, are, not the Law Society, but the Inland Revenue authorities. All the Law Society can do is to draw the attention of these authorities to cases of infringement, and this, we are assured, is constantly done in proper cases. It is the laxness of the Inland Revenue authorities in not vigorously enforcing a statutory provision which is intended as much for the protection of the public as of the revenue (see *Taylor v. The Crowland Gas and Coke Co.*, 10 Ex. 293, 296) which should be blamed for the present state of things. It would no doubt be desirable that legislation placing the remedy in the hands of the Law Society should be passed, but Judge EMDEN does not seem to appreciate the difficulty of getting through Parliament any Bill which is not promoted by the Government.

THE BANKRUPTCY Report for 1902, which has just been issued by the Board of Trade, shews that there was a slight decrease in the insolvencies for that year as compared with 1901. The receiving orders for the two years, taking 1901 first, were respectively 4,244 and 4,202, a decrease of 42; and the deeds of arrangement were 3,369 and 3,305, a decrease of 64. Substantially, however, there has been no variation during the last seven or eight years. In 1893 and 1894 the figures were high, approximating to 5,000 for receiving orders and 4,000 for deeds of arrangement; but since the latter year the corresponding figures have averaged about 4,200 for receiving orders and 3,300 for deeds of arrangement. In estimated loss to creditors under bankruptcies there was, however, a considerable decrease in 1902, the figure being £4,633,995, as compared with £5,666,872 in the previous year. Under deeds of arrangement there was an increase, the estimated loss for 1901 being £2,647,434, and for 1902 £2,829,032. The total estimated loss for the year was thus nearly seven and a-half millions.

IN CASES where the unsecured liabilities were £20,000 and upwards there was a marked decrease in 1902, the number being thirty as compared with forty in the previous year, and there was a corresponding decrease in the total amount of the liabilities. The decrease occurred chiefly in the class of cases where the bankruptcy is due to the failure of financial and speculative enterprises rather than to want of success in ordinary trading. The large bankruptcies due to the former cause in 1901 were twenty-nine in number, with liabilities estimated at £1,524,400. In 1902 the number was seventeen and the liabilities fell to £898,400. On the other hand, there was a notable increase in the large bankruptcies due to extravagance, gambling, &c. In 1901 there was only one of this class, the liabilities being £23,000; in 1902 there were seven, with aggregate liabilities of £266,400. Among the failures of the speculative class the report refers to the case of a debtor who, as recently as 1895, inherited an old and prosperous malting business with a capital of £7,000 or £8,000. He commenced to extend the business upon imprudent lines, and to engage in speculations outside the business. Among these was the development of an invention for extracting gold from the sea. According to the promoter who introduced this scheme to his notice, the price of the shares was to go up by leaps and bounds, and "West African and other goldfields in remote quarters of the earth" were to be left in the shade. The promoter appears to have got some £2,600 of the debtor's money for various speculations, but the gold is still unextracted from the sea.

THE REPORT contains, as usual, criticisms by Mr. JOHN SMITH, the Inspector-General in Bankruptcy, on the state of the law, and this year they are specially devoted to the dilatory procedure which enables some bankrupts to stave off the final stroke of adjudication while they are engaged in making more or less problematical attempts to raise funds to effect an arrangement. Mr. SMITH admits that where proposals for a

scheme of arrangement are of a *bond fide* character, as when friends are prepared to assist the debtor in paying a composition or where there is a valuable business which has temporarily fallen into difficulties, an arrangement may form a valuable method of administration. His complaint is directed at the case of company promoters who desire to have the insolvent kept quiet while they are maturing schemes which may have the result of bringing in funds to liquidate their debts. "A large and increasing number of such cases," says Mr. SMITH, "have during the last few years come into the courts, where the whole object of the debtors appears to have been to avoid or delay the inconvenience and penalties of bankruptcy, by propounding visionary schemes for payment of their debts, founded upon alleged negotiations for the promotion of limited companies from which they hope to obtain promotion profits in cash or paid-up shares, out of which they propose to discharge their liabilities." Apparently there has been too much readiness to assist debtors under such circumstances and to allow of a stay of proceedings which puts off for many months the inevitable adjudication, and Mr. SMITH points out, with some effect, that the policy of the bankruptcy law is to bring the affairs of an insolvent as speedily as possible under public control, as well in the interest of the public as of his own creditors. The creditors who may have little enough to get out of immediate bankruptcy are naturally not averse to any postponement which may have the result of putting the debtor in funds. But from the point of view of the public it is obviously desirable that schemes for the promotion of companies should not be carried out by persons whose object is to obtain money from investors in order to relieve their own desperate situation. It seems clear that where delay is asked for on the ground that the debtor hopes to make an arrangement, the court should steadily set its face against permitting the prosecution of company-promoting schemes.

IT IS AN established principle that irregularities in the conduct of the business of a company which arise from non-compliance with the rules governing its internal constitution do not affect third persons. Such persons have, of course, the means of discovering what the rules are, but they have not the means of ascertaining that they have been complied with, and they are entitled, therefore, to assume such compliance: *County of Gloucester Bank v. Rudry, &c., Co.* (43 W. R. 486; 1895, 1 Ch. 629). But with respect to informalities in the appointment of directors, section 67 of the Companies Act, 1862, as amplified by the common clause validating the acts of disqualified directors, goes further, and cures the informality not only as regards third persons, but also as between the members themselves. So FARWELL, J., has held in *British Asbestos Co. v. Boyd* (1903, 2 Ch. 439), in accordance with the decision of the Court of Appeal in *Dawson v. African, &c., Co.* (46 W. R. 132; 1898, 1 Ch. 6). Under section 67, "all appointments of directors, managers, or liquidators shall be deemed to be valid, and all acts done by such directors, managers, or liquidators shall be valid, notwithstanding any defect that may afterwards be discovered in their appointments or qualifications"; and the common article in articles of association is in similar terms. In the case last referred to it was held that there was nothing in the language of those provisions to restrict them to cases arising between the company and outsiders, and that a call was effectively made by *de facto* directors, notwithstanding the irregularity in the appointment of one of them. In the present case of *British Asbestos Co. v. Boyd* a director had unwittingly vacated his office by accepting another office under the company, but he continued to act, and took part in the appointment of a director to fill a casual vacancy. It was held by FARWELL, J., that the acts of the board as thus constituted were valid, and he expressed his approval of this result. "I think it is decidedly beneficial that it should be so, and that, although there is some slip which has been overlooked, if it has been *bond fide* overlooked, then the acts of the *de facto* directors are as good as the acts of the *de jure* directors."

AN INTERESTING decision on the application of the rule against perpetuities to a devise of real estate when the first life is that

acter, as when a composition is temporary or a valuable sum is directed at the insolvency of a child who is *en ventre sa mère* at the time of the death of the testator has been given by the Court of Appeal in *Re Wilmer's Trusts* (1903, 2 Ch. 411), affirming the decision of BUCKLEY, J. (1903, 1 Ch. 874). A testatrix devised real estates to trustees upon trust to pay the income to her daughter, Mrs. MOORE, during her life, and after her death to stand possessed of the W. estate upon trust for the second and every younger son of Mrs. MOORE successively for life, with remainder after the death of each such son for his first and other sons successively in tail male. The will provided that if any person other than the eldest son of Mrs. MOORE should become entitled to the B. estate, then the next gift in remainder of the W. estate should take effect. The testatrix died on the 28th of October, 1880, and at that date Mrs. MOORE had had an eldest son who was then dead, a second son who became entitled to the B. estate, and she was pregnant of a third son, S. T. MOORE, who was born on the 7th of February, 1881. Mrs. MOORE died in December, 1886, and S. T. MOORE thereupon became entitled in possession to the W. estate. Upon his coming of age in February, 1902, he was advised that the remainders after his life estate were void for remoteness, and, upon the assumption that he was entitled in consequence to an estate tail, he executed a disentailing assurance and took out an originating summons for the purpose of testing his title. The argument was that the rule against perpetuities requires that the limitations must take effect within a life or lives in being and twenty-one years afterwards, and if at the death of the testator there is a possibility of the rule being infringed, then the limitations are void. In the present case the child *en ventre sa mère* might have been a daughter or might never have been born alive, and then the remainders could not have taken effect. It was not denied, of course, that a child *en ventre sa mère* is supposed in law to be already born for many purposes; but this, it was said, was only where the supposition was for the benefit of the child. Here the effect would be to prevent the enlargement of his life estate, and hence the supposition ought not to be made.

IT HAS been held, however, by BUCKLEY, J., and the Court of Appeal that there is no such limitation on the legal supposition with regard to a child *en ventre sa mère*, and that, for the purpose of the rule against perpetuities, it must, provided it is born alive, be treated as having been born at the time of the death of the testator. Two propositions as to the application of the rule were laid down by BUCKLEY, J., and approved in the Court of Appeal. In applying the rule you "must look, not at the events which have actually happened, but at the events which might have happened. If the limitations are such that events might have so turned out as that the rule as to remoteness would have been infringed, then the limitations fail, although in the events which actually did happen the legal period was not exceeded." And the second proposition is "that the rule of law as to remoteness admits of absolute ownership being suspended for a life or lives in being and twenty-one years afterwards, and that for the purposes of this rule a child *en ventre sa mère* is treated as a life in being." The real question is whether there is any incompatibility between these rules by reason of the fact that until the child is actually born alive it is uncertain whether the limitations will be able to take effect; in other words, whether, when once the child has been born, the birth is necessarily to be referred back to the time of the death of the testator. For so referring it back there is authority in *Dos v. Lancashire* (5 T. R. 49), where the question whether a will had been revoked or not depended on a subsequent birth. It was held that it was revoked, upon the ground that the event took effect retrospectively; and the principle that a child *en ventre sa mère* was to be considered in existence for the purpose of ascertaining the effect of limitations was affirmed in *Blackburn v. Stables* (2 V. & B. 367). In accordance with these authorities, it has been held in the present case that S. T. MOORE was to be treated as a life in being at the date of the testatrix's death for the purpose of the perpetuities rule, and that there was consequently no such uncertainty as to the effect of the limitations as would make those subsequent to his life estate void. Consequently, the remainders to his children were good limitations, and he was left with his life estate only.

THE CASE OF *West v. Sackville* (1903, 2 Ch. 378), in which the Court of Appeal reversed the decision of KEKESWICH, J., shews that actions to perpetuate testimony are not looked upon with favour, and they will not succeed if the object of the action can be attained in any other way. Under R. S. C. ord. 37, r. 35, any person claiming to be entitled upon a future event to any title or to any property, the right to which cannot be brought to trial before the happening of the event, may commence an action to perpetuate any material testimony. This provision seems to give the right to obtain judgment in such an action provided the plaintiff brings himself within the language of the rule. But under the old procedure it was laid down that courts of equity would not entertain suits to perpetuate testimony unless this was absolutely necessary to prevent a failure of justice, and no such suit would be entertained if the matter in question could be made the subject of immediate judicial investigation. It has been held that the same principle still applies, and that under ord. 37, r. 35, the court has a discretion which should be exercised in accordance with the principle. In the present case the plaintiff claimed that on the death of the defendant Lord SACKVILLE he would be entitled as his eldest son to the family title and estates, and in order to make out his claim he would have to establish the validity of the alleged marriage between Lord SACKVILLE and his mother. This, however, it was considered, could be at once judicially investigated under the Legitimacy Declaration Act, 1858 (21 & 22 Vict. c. 93), or, as was suggested by STIRLING, L.J., in an action to declare future rights, under R. S. C. ord. 25, r. 5, and hence the special remedy of an action to perpetuate testimony was refused.

The Ground of Liability of Assignees Under Restrictive Covenants.

THE judgment of FARWELL, J., in the recent case of *Osborne v. Bradley* (1903, 2 Ch. 446) raises a question whether there is not a tendency to overlook the real ground of the doctrine of *Tulk v. Moxhay* (2 Ph. 774), and to ascribe to restrictive covenants a greater effect than is warranted by that case. The doctrine, as is well known, is intended to obviate the difficulty that the burden of a covenant affecting land does not (save as between landlord and tenant) run with the land at law, and but for the intervention of equity a purchaser would take the land altogether free from the covenant. This in the case of an affirmative covenant he does, but when the covenant is negative, whether expressly or by implication, then the purchaser renders himself liable to an injunction, or to damages in lieu of an injunction, if he disregards it. According to *Tulk v. Moxhay* the liability rests upon the circumstance that he takes the land with notice of the covenant. In that case A., who was the owner of a vacant piece of ground in Leicester-square, conveyed it to B., who entered into a covenant for himself and his assigns that it should be kept unbuilt upon. A. was also the owner of houses in the square. C. was an assignee of the ground from B. with notice of the covenant, and an injunction was granted against his committing a breach of it. "It is said," observed Lord COTTHAM, C., "that the covenant being one which does not run with the land, this court cannot enforce it; but the question is, not whether the covenant runs with the land, but whether the party shall be permitted to use the land in a manner inconsistent with the contract entered into by his vendor, and with notice of which he purchased." Here it will be seen that the doctrine is expressly put upon the ground of notice, and a like ground was assigned in the analogous case of *Mattes v. Gibson* (4 De G. & J. 282), where it was held that a mortgagee of a ship could be restrained from doing anything to interfere with the fulfilment of a contract made by the owner with notice of which the mortgage was taken. "Reason and justice," said KNIGHT-BRUCE, L.J., "seem to prescribe that where a man, by gift or purchase, acquires property from another, with knowledge of a previous contract, lawfully and for valuable consideration made by him with a third person, to use and employ the property for a particular purpose in a specified manner, the acquirer shall not, to the material damage of the third person, in opposition to the

contract and inconsistently with it, use and employ the property in a manner not allowable to the giver or seller."

It was decided in *Haywood v. Brunswick Building Society* (8 Q. B. D. 403) that the above doctrine did not apply to affirmative covenants, such as covenants to repair, and in *London and South-Western Railway Co. v. Gomm* (20 Ch. D., p. 583) JESSEL, M.R., placed it upon a ground which does not seem to have been contemplated in *Tulk v. Moxhay*. "The doctrine of that case," he said, "rightly considered, appears to me to be either an extension in equity of the doctrine of *Spencer's case* (5 Co. Rep. 16a) to another line of cases, or else an extension in equity of the doctrine of negative easements; such, for instance, as a right to the access of light, which prevents the owner of the servient tenement from building so as to obstruct the light." It was the natural deduction from this view that the covenant was binding upon equitable assignees, even in the absence of notice, as being in equity incident to the land, and that notice was only important as regards a legal assignee. If he took without notice he could set up his legal estate as a defence to the equitable liability under the covenant. And to this effect is the following passage from the judgment of JESSEL, M.R.: "The purchaser took the estate subject to the equitable burden, with the qualification that if he acquired the legal estate for value without notice he was freed from the burden. That qualification, however, did not affect the nature of the burden; the notice was required merely to avoid the effect of the legal estate, and did not create the right, and if the purchaser took only an equitable estate he took subject to the burden whether he had notice or not." This passage was quoted, without dissent, by COLLINS, L.J., in delivering the judgment of the Court of Appeal in *Rogers v. Hosegood* (1900, 2 Ch., p. 405), and its correctness has been assumed also by FARWELL, J., in the present case of *Osborn v. Bradley*. The learned judge says: "As Sir GEORGE JESSEL pointed out in *London and South-Western Railway Co. v. Gomm*, it is the possession of the legal estate, without notice, by a purchaser for value, that enables him to plead an effectual legal bar to the equitable right to enforce that equitable covenant. When you have once established the absence of the legal estate, the equitable interest, as Sir GEORGE JESSEL points out, remains unaffected"—apparently this should be "affected"—"notice or no notice."

But in neither *Rogers v. Hosegood* nor *Osborn v. Bradley* was it really necessary to discuss the nature of the equitable liability of the assignee of the land subject to the covenant, and it is submitted that the *dicta* in these cases, and also the passage quoted above from the judgment of JESSEL, M.R., cannot be taken as altering the well-understood principle of *Tulk v. Moxhay*. The burden of covenants does not run with the land at law, and there is no analogy, therefore, which would make it run with the land in equity. Sir GEORGE JESSEL's suggestion of an equitable liability incident to the land was, it is submitted, erroneous. Lord COTTENHAM did, indeed, in *Tulk v. Moxhay*, speak of "an equity attached to land by the owner," but the real liability of the assignee seems to depend solely upon the fact that he takes with notice of the restrictive covenant, and the effect is exactly the same whether he takes the legal or only an equitable estate. At any rate, it is our impression that, in considering whether a purchaser is liable, it is usual to advert only to the question of notice, and not to inquire into the nature of his estate. In view of the above cases, further elucidation of the matter seems to be desirable.

At the eighth sitting of the Alaska Boundary Commission this week the Attorney-General concluded his speech, which lasted over a week. Mr. D. T. Watson, counsel for the United States, entered upon their case.

A Chancery suit, which commenced a century and a quarter ago, has just been brought to an end, says the *Daily Mail*. This was the suit of *Middleton v. Spyer* and *The Society for the Propagation of the Gospel v. Middleton*, which, after establishing a record run, has now dropped peacefully out of the list with an order for the payment of £244, less certain costs, to the S.P.G. An order was made in the suit by the Lord Chancellor in 1783 whereby the money, already considerably reduced by costs, was ordered to remain "on ye credit of these causes subject to the disposition of his Majesty and ye further order of this court." And there the bequest has remained until now as a dormant fund, in spite of repeated attempts by solicitors to obtain payment to the society. To Mr. R. S. Tredgold, solicitor, of Seething-lane, belongs the distinction of having persevered until success was achieved.

Reviews.

Portraits of the Judges.

HIS MAJESTY'S JUDGES: A SERIES OF PORTRAITS OF THE JUDGES.
The Law Publishing Society.

We duly chronicled, some time ago, the erection in the quadrangle of the Royal Courts of a photographic studio for the purpose of obtaining portraits of the judges. The first result of this enterprise is a series of photogravure plates, of unusual size and admirably suited for framing, containing portraits of the Lord Chancellor, Master of the Rolls, Lord Justice Romer, Lord Justice Mathew, Lord Justice Stirling, and Mr. Justice Phillimore. The plates are certainly exquisitely produced, and several of the portraits are remarkably like. Everyone who has been in the courts will recognise at once the favourite attitude of the Lord Chancellor as reproduced in the picture which commences the series; and his expression of countenance when lying in wait to put an awkward question to come is inimitably given. Anything more characteristic than the portrait of the Chancellor in one of his moods cannot be imagined. The only thing to be alleged against it is that it does not give the cheerful and kindly beam which frequently irradiates his countenance; but how can one expect this expression when a man is before a camera? The Master of the Rolls is hardly so successfully portrayed. In both these portraits there is an air of position and apparent unconsciousness of "sitting" to be taken which cannot be too highly praised. Lord Justice Romer (who is depicted standing) is less successful. The features are there, but the expression is not quite characteristic. Moreover, the monocle is absent from his eye. The portrait of Lord Justice Stirling, again, hardly does justice to his admirably judicial face and kindly expression, and the attitude is somewhat more constrained than those of the other judges. On the other hand, it would be hard to beat the portrait of Lord Justice Mathew; it is most life-like and characteristic, as Mr. Justice Phillimore appears exactly as he may be seen any day on the bench. On the whole, we may say that a better representation of the living administrators of the law was never produced. Each portrait bears a reproduction of the signature of the judge and the plates are enclosed in a very tasteful portfolio.

Books Received.

The London School of Economics and Political Science (University of London), Incorporated under the Companies Act, 1867, s. 21. Calendar for the Session 1903-1904. September, 1903. The London School of Economics and Political Science.

The Education Act, 1902 (2 Ed. 7, c. 42). With an Introduction and Index, and Short Notes. Second Edition. Including the London Education Act, 1903, and the More Important of the Memoranda and Circulars issued by the Board of Education. Edited by ERNEST ARTHUR JELF, M.A., Barrister-at-Law. Horace Cox.

Correspondence.

The Land Registry.

[To the Editor of the *Solicitors' Journal*.]

Sir,—A client purchased from the trustee in bankruptcy of a registered proprietor the equity of redemption of some leasehold premises. There were two charges upon them, the first of which was registered, but a restriction only lodged respecting the second mortgage. On the purchaser applying to register his transfer with the consent of the second mortgagee, registration was refused unless he made a formal application by letter to register the title of the trustee and pay part of the fees, and, in addition, fees were demanded of the purchaser, not only on the consideration paid by him, but also on the amount of the second charge, because the same had not been registered.

The purchaser was told that the name of the trustee would not appear in the register or on the land certificate.

Now section 9, sub-section 6, of the Land Transfer Act, 1897, provides for such a case as this, and as the registrar was satisfied as to the right of the trustee to be placed on the register, I cannot see what power he had to refuse to register the purchaser's transfer as above stated.

The transfer presented by my client was stamped with *ad valorem* duty to cover the amount of the purchase-money and the first and second mortgages, although the second mortgage was not mentioned therein because it was not a registered charge. I was told I had paid too much duty on the transfer, and I have no doubt if I had not paid on the second charge it would have been accepted at the

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Land Registry, and then there would have been an insufficiently stamped document on the title.

A purchaser of registered land will not be able to ascertain that fact, because neither the register nor the land certificate refers to the duty and all the original stamped documents are filed and not open to the inspection of the public. If, therefore, such purchaser has to defend his title to the property in legal proceedings, and an original document is produced from the Land Registry insufficiently stamped, he will have to pay a penalty and the full amount of correct duty, which might be a serious matter.

Before the Land Transfer Act the stamps on deeds were carefully examined by a purchaser's solicitor, now it seems you must take it for granted that all registered documents are properly stamped.

I shall be glad if any of your readers can throw any light on these points.

LEX.

Case of the Week.

Before the Vacation Judge.

**RE AN ACT FOR REGULATING THE POLICE IN THE CITY OF LONDON
(2 & 3 VICT. c. XCIV.) AND A COMPLAINT AGAINST THE SAID ACT,
AND RE THE TELEGRAPH ACTS, 1863 TO 1899.**

JUSTICES—JURISDICTION—OBSTRUCTION IN THOROUGHFARE—TRUCK STANDING LONGER THAN NECESSARY TO UNLOAD—SERVANT OF CROWN—PROHIBITION
—2 & 3 VICT. c. XCIV.

This was an *ex parte* motion on behalf of the Postmaster-General for a rule nisi for a prohibition against the justices of the peace of the City of London to restrain further proceedings upon two summonses issued against Sydney Byott and William Bailey, two servants of the Postmaster-General. In support of the motion it was said that the summonses in question were issued under the City Police Act, 1839 (2 & 3 Vict. c. xciv.), s. 35, sub-section 6, by which it was enacted that "every person who shall cause any cart, public carriage, sledge, truck, or barrow, with or without horses, to stand longer than may be necessary for loading or unloading . . . or who, by means of any . . . truck . . . shall wilfully interrupt any public crossing, or wilfully cause any obstruction in any thoroughfare" shall be liable to a penalty of not more than 40s. for every such offence. It appeared that on the 27th of August last the two defendants were employed to go to 72, Aldersgate-street, to search for faults in a cable in the footway box. Byott and a mate went about 11 o'clock and opened the box, and it was found that the cable was broken close to the pipe-mouth. A truck which was with the men was placed close to the kerb besides the box. The truck contained tools and material necessary for use in carrying out the repairs, and, according to the affidavits, was placed in the best position to avoid interference with the traffic. It was necessary to draw out the old cable and put in a new one. The work was not completed till 7 p.m., Bailey, in the meantime, having helped with it; and the present summonses for unlawfully causing the truck to stand longer than necessary for loading or unloading contrary to the statute were then issued. They at present stand adjourned till the 2nd of October. It was submitted that the justices had no jurisdiction to hear and determine the summonses. The City Police Act did not mention the Crown, and therefore was not binding upon its servants. [BUCKNILL, J.—It is not suggested that the men have wilfully done anything wrong?] No. [BUCKNILL, J.—Can I entertain this motion in vacation?] Yes. That is shewn by *Reg. v. Farrant* (36 W. R. 184, 20 Q. B. D. 58). It appears from the report in the Law Journal and Law Times that the motion was made in vacation. *Reg. v. Bromley Justices* (38 W. R. 253, 24 Q. B. D. 181) shews that the City justices have no jurisdiction to hear the case.

BUCKNILL, J., granted a rule nisi, returnable at the first Divisional Court in the King's Bench Division, and a stay of proceedings in the meantime.—**COUNSEL, W. S. CASSERLEY, SOLICITOR, SOLICITOR TO THE POST OFFICE.**

[Reported by J. E. ALDOUS, Esq., Barrister-at-Law.]

It is announced that Mr. Robert Harding Milward, who was recently discharged from Parkhurst Prison on account of ill-health, died on the 18th inst. in a nursing home at Newport, Isle of Wight, in the presence of his wife and daughters. He was sixty-five years old. It is, says the *Daily Mail*, a sorry and pathetic ending to a career of a man who up to a year or two ago was regarded as one of the most high-minded and honourable in the Midlands. Mr. Milward was a family solicitor, trusted with the management of many estates and holding many important public positions in Birmingham and the county. His appearance was typical of the best kind of lawyer, and he had a bearing and self-possession which invited confidence.

The body of Councillor Wilson Mills Roche, of Sunderland, was, says the *Times*, discovered on a right of way in Knock Wood, Cresswell, late on Monday night. The throat was cut, and by the side of the body was a razor. His wife found in his bedroom a letter in his handwriting stating where his body would be found and giving instructions about his funeral. Mr. Roche, who was fifty-one years of age, was an authority on mercantile marine law. He was solicitor to the British Steam Shipowners' Association, the Shipping Federation, and the British Shipmasters' Association. He was instrumental in inducing the Sunderland Corporation to build a technical college. [He was a member of the firm of Botterell & Roche, of Sunderland, and 101, Leadenhall-street, London.]

Law Societies.

The Law Society.

ANNUAL PROVINCIAL MEETING.

The following programme of the forthcoming meeting has been issued by the Incorporated Law Society of Liverpool:

Monday, October 12th—8.30 p.m.—The Right Honourable the Lord Mayor of Liverpool, W. Watson Rutherford, Esq., M.P., solicitor, and the Lady Mayoress will receive the President, Council, and members of the society and the ladies accompanying them, in the Town Hall. The reception will be followed by a ball, which his lordship has kindly intimated his intention of giving. Members are requested to bring their cards of invitation. Carriages may be ordered at 2 o'clock,

Tuesday, October 13th—11 a.m.—Members will meet in the Council Chamber at the Town Hall, when the Lord Mayor will preside, and having welcomed the members attending the meeting, will vacate the chair. The President of the Law Society (Mr. J. E. Gray Hill, of Liverpool) will deliver his inaugural address, which will be followed by the reading and discussion of papers. 1.30 to 2.30 p.m.—The meeting will adjourn for luncheon. 2.30 to 4.30 p.m.—Reading and discussion of papers resumed. 7.30 p.m.—The London Savoy Company in "Merrie England," at the Shakespeare Theatre, Frazer-street, and a specially selected variety programme at the Empire Theatre, Lime-street. N.B.—All the stalls and dress circle seats at both theatres have been reserved by the Liverpool Law Society for their guests. Admission will be by ticket only, which will be forwarded on receipt of acceptance of invitation—subject to there being vacant seats. Unallotted seats may also be obtained at the Inquiry Office, up to noon on Tuesday. Tickets must be produced at the theatres. On production of tickets of membership, members and the ladies accompanying them will be admitted to various places of interest in Liverpool during the afternoons of this and the following day.

Wednesday, October 14th—10 a.m.—The annual general meeting of the Solicitors' Benevolent Association in the Council Chamber, Town Hall. 11 a.m.—Reading and discussion of papers continued. 1.30 to 2.30 p.m.—The meeting will adjourn for luncheon. 2.30 to 4.30 p.m.—Reading and discussion of papers resumed. Close of the business of the meeting. 5 p.m.—Organ Recital at St. George's Hall, Lime-street, by E. T. Driffield, Esq., a member of the Incorporated Law Society of Liverpool. 7 p.m.—Banquet at the Philharmonic Hall, Liverpool. The chair will be taken by Mr. Septimus Castle, president of the Incorporated Law Society of Liverpool. Tickets must be produced at the entrance of the hall. Ladies desirous of hearing the speeches and music are invited to the boxes in the hall. They will be received by Miss Castle, at 8 p.m. in the Crush Room, where tea and coffee will be served. Tickets of admission for ladies can be obtained from the honorary secretary, or at the Inquiry Office in the Town Hall. Carriages may be ordered at 10.30 o'clock.

Thursday, October 15th.—On this day there will be three alternative excursions to which visitors and guarantors are invited—namely: No. 1.—Chester and Eaton.—A special train will leave Lime-street Station, Liverpool, at 9.35 a.m., for Chester. Visitors will be met at Chester by members of the Chester and North Wales Incorporated Law Society, who will act as stewards for the day. Visitors desirous of seeing Eaton Hall, the seat of the Duke of Westminster, will proceed to the Stage near the Old Bridge, and then take the steamer up the river to Eccleston, returning by steamer from the Iron Bridge at 1 p.m. Visitors who may prefer to devote more time to seeing the numerous objects of interest in Chester than will be available during the afternoon, may, instead of visiting Eaton, remain in Chester; but those intending to do so should intimate their intention as soon as possible to the hon. secretary, so that necessary arrangements may be made. Mr. Henry Taylor, F.S.A., a member of the Chester and North Wales Incorporated Law Society, has kindly offered to conduct the party to the principal places of antiquarian interest. The Venerable Archdeacon Barber will kindly act as guide to the cathedral. Visitors will be entertained at luncheon by the Chester and North Wales Incorporated Law Society in the Town Hall, and will assemble in the Council Chamber at 1.45 p.m. After luncheon the cathedral and other places of interest will be visited. The Grosvenor Museum, Chester, will be open to members free of charge. The special train will leave Chester at 4.50 p.m. No. 2.—River Mersey and Welsh Coast.—The steam yacht *Gala*, kindly placed at the disposal of the Liverpool Law Society for the occasion by the Mersey Docks and Harbour Board, will leave the landing stage at 10 a.m., proceeding down the river, and (weather permitting) along the Welsh Coast as far as Llandudno, returning in the afternoon, and arriving in Liverpool about 5 p.m. Should the weather be unfavourable, the excursion will be limited to visiting the Manchester Ship Canal, the line of docks, and other objects of interest on the river. Luncheon will be provided by the Liverpool Law Society on board the steamer. No. 3.—Coach Drive in Wirral.—Those who have intimated their intention of joining this excursion will leave the Central Station, Low Level, by the Mersey Tunnel Electric Railway, at 10.30 a.m. for Rock Ferry Station, where coaches will be in readiness to drive the party through Storeton, Barnston, Hinderton and Willaston to Hooton Hall, where, by the kind permission of the committee and members of the Hooton Park Club, luncheon will be provided by the Liverpool Law Society at 1.30 p.m. Leaving Hooton Hall at 3 o'clock, the drive will be resumed through Eastham, Bromborough, Lower and Higher Bebington to Mere Hall, Oxton, the residence of Mr. J. E. Gray Hill, the president, who has kindly invited the party to tea. At 5 o'clock the drive will be resumed to the Birkenhead Park Station, whence members will return by train to the

Central Station, Liverpool. Golf.—Arrangements have been made with the Royal Liverpool Golf Club (Hoylake), Wallasey Golf Club, Formby Golf Club (Freshfield), and West Lancashire Golf Club (Hall-road), by which a limited number of visitors who would prefer to play golf instead of going on any excursion, may do so on sending in their names to the honorary secretary of this society. Mr. J. E. Gray Hill's Reception.—8 to 11 p.m.—The President of the Law Society and Mrs. J. E. Gray Hill, by kind permission of the Liverpool City Council, will receive the Council and members of the society and the ladies accompanying them, at a soirée in the Walker Art Gallery. The whole of the rooms occupied by the permanent collection, and the autumn exhibition of pictures, will be reserved this evening for the guests of the President. Members are requested to bring their cards of invitation.

Various places of interest open to visitors are referred to.

GENERAL INFORMATION.—*Place of Meeting for Business.*—The business of the meeting will be conducted in the Council Chamber, in the Town Hall, Castle-street (entrance by the east door only). *Reading and Writing Rooms.*—Reading, writing, and cloak rooms will be provided in the Town Hall, and at the rooms of the Incorporated Law Society of Liverpool, 10, Cook-street, and 43, Castle-street. *Inquiry Office.*—There will be an inquiry office in the Town Hall, where all information can be obtained. *Telegrams and Letters.*—Telegrams and letters addressed to any member, c.o. "Oyez," Liverpool, will be taken charge of by the Solicitors' Law Stationery Society (Limited) at the society's table at the inquiry office, and will, if desired by the member, be delivered at his address in Liverpool as supplied to the hon. secretary. *Clubs.*—Members will be admitted to the privileges of temporary membership of the following clubs on production of their member's card, and entering their names in the respective visitors' books: The Conservative Club, Dale-street; the Reform Club, Dale-street; the Exchange Club, Fenwick-street; the Junior Conservative Club, Union-court, Castle-street; the Athenaeum Reading Room, Church-street; Amateur Photographic Club, Eberle-street, off Dale-street, where dark rooms will be at the disposal of visitors. *Excursions.*—Tickets are not transferable. Where the accommodation is limited, preference will be given to visitors from a distance. *Secretary and Stewards.*—The hon. secretary will be distinguished by a white badge, and the stewards by red badges.

The Bankruptcy Report.

The twentieth general annual report of the Board of Trade, just issued, contains the following observations by the Inspector-General in Bankruptcy on special features of the working of the Bankruptcy Act:

Objections to Appointment of Trustees.—In twenty-two cases objections to the appointment of trustees elected by creditors had to be considered. Of this number twelve appointments were certified. Eight trustees withdrew upon being informed of the objection, and two appointments were objected to under the provisions of the Act. The ground of objection to the person elected in each of these two cases was that his connection with or relation to the bankrupt, or his estate, or a particular creditor would make it difficult for him to act with impartiality in the interests of the creditors generally (sub-section 2 of section 21 of the Bankruptcy Act, 1883). Neither of these objections was appealed against.

Removal of Trustees by the Board of Trade.—Trustees were removed from office during the year in nine cases on the following grounds—viz.: Failure to render accounts and to renew security, six cases; incapability of performing his duties by reason of continued sickness and absence, two cases; failure to renew security, one case.

The following table shews the number of removals in each of the last five years:

	No. of Cases.	No. of Separate Trustees.
1898	...	20
1899	...	23
1900	...	20
1901	...	7
1902	...	9
	79	65

The amount which had to be recovered during the year from guaranteees was only £66 17s. 5d., in two cases of defaulting trustees.

Employment of Solicitors by Official Receivers.—Six hundred and ninety-three applications by official receivers for authority to employ solicitors were sanctioned by the department during the year, the total estimated cost of the proceedings for which they were employed being £9,014. Compared with the corresponding particulars for 1901 these figures shew a decrease of seventy-six applications, and of £2,790 in amount of cost. These employments relate chiefly to litigation or other proceedings beyond the scope of the official receiver's personal functions, and the costs represent the maximum amount sanctioned by the department (apart from any adverse costs where proceedings are unsuccessful). But this maximum is never actually expended. In some cases the mere threat of proceedings is sufficient, in others compromises are effected, and in others the costs are obtained from the persons against whom proceedings are taken. The total law costs charged to estates by official receivers in the 3,518 cases closed during 1902 in respect of proceedings taken by them after the receiving order were only

£4,268, or an average of £1 4s. per case, against a corresponding average of £1 2s. on the cases closed during 1901.

Dilatory Proceedings.—I referred in my last report to the increase in the work of the department during recent years in connection with the litigious proceedings. But there is another class of questions which have also engaged considerable attention, and which have arisen in connection with proposals for schemes of arrangement with creditors under which the penal provisions of the Act are avoided or postponed for indefinite periods, and some interesting illustrations of this class of cases are dealt with in the Solicitor's Report for the past year. Where proposals for a scheme of arrangement are of a *bond fide* character, as, for example, when a debtor's friends are prepared to assist him in paying a composition, or where there is a valuable business which has temporarily fallen into difficulties, and there is a reasonable prospect of its being carried on successfully under the supervision of a trustee for the benefit of creditors, a scheme of arrangement sometimes forms a valuable method of administration. But such cases give little or no trouble. The cases to which I particularly refer are those of company promoters and financiers of doubtful antecedents, against whom receiving orders are made with large liabilities and practically no assets available for payment of their debts. These debtors are generally the husbands of wives with independent means, and although prior to the receiving order such debtors have become divested of all assets legally available for their creditors, they still have ample resources at their disposal for the employment of solicitors and counsel in the protracted and costly proceedings by which they endeavour to contest and defeat the objects of the bankruptcy laws, while their lack of assets is balanced by a proportionate amount of expectations. A large and increasing number of such cases have during the last few years come into the courts, where the whole object of the debtors appears to have been to avoid or delay the inconvenience and penalties of bankruptcy by propounding visionary schemes for payment of their debts, founded upon alleged negotiations for the promotion of limited companies, from which they hope to obtain promotion profits in cash or paid-up shares, out of which they propose to discharge their liabilities. The proposals are generally of the vaguest possible character, and, so far as I am aware, they have rarely, if indeed they have ever, resulted in benefit to the creditors. But the real object of propounding the scheme is not so much to carry out any practicable or tangible arrangement, as simply to gain time and to prevent such publicity as would tend to interfere with the promotion of speculative operations. As a rule there is no difficulty in persuading creditors in such cases (the majority of whom are persons of the same class with the debtor, and partners in his enterprises), that it is more advantageous to entertain such proposals and give the debtor time and opportunity to engage in speculation in the hope that something may turn up, than to have him adjudicated bankrupt with the probability of receiving no dividend of any kind. But such proceedings appear to be entirely inconsistent both with the spirit and the express provisions of the Bankruptcy Acts, as well as with the principles laid down in the Court of Appeal in various cases which have come before it. These Acts require the first meeting of creditors to be held "as soon as may be after the making of a receiving order," and also require that a scheme of arrangement must be submitted by the debtor "within four days of submitting his statement of affairs or within such time thereafter as the official receiver may fix." And such scheme, it is enacted, shall only become valid if it is accepted by the creditors, and thereafter approved by the court, after hearing a report by the official receiver on the terms of the scheme and the conduct of the debtor. The Acts also require the public examination of the debtor to be held "as soon as conveniently may be after the expiration of the time for the submission of the debtor's statement of affairs," which, where the receiving order is made on a creditor's petition, is "seven days from the date of the order," unless the court or the official receiver for special reasons extend the time. Moreover, the Acts contain ample provision for carrying out a scheme of arrangement *after adjudication*, if it has not been possible to do so previously. The object of these provisions is, obviously, that at an early stage of these proceedings the method of administration, whether by adjudication or by scheme of arrangement, should be determined; and that correct information, verified by the debtor's evidence on oath, should as soon as possible be brought to the knowledge of the court, the official receiver, the creditors, and the public who may have further dealings with the debtor, respecting the debtor's affairs—the dealings which have led to his insolvency, and his conduct with regard to those matters which constitute offences under the bankruptcy and criminal laws. But these objects are largely defeated in the cases to which I refer under the present practice.

Prosecutions.—In addition to the prosecutions for offences under the Debtors and Bankruptcy Acts seven prosecutions of bankrupts for offences under the Larceny Acts were conducted by the Director of Public Prosecutions. In four of these cases the bankrupts were solicitors who had misappropriated moneys received from or on behalf of clients or as trustee. The two most serious of these cases are dealt with in detail at pp. 27 and 29 in the Appendix. In the third case the bankrupt had misappropriated moneys entrusted to him for investment. In sentencing him to five years' penal servitude the judge observed that he was sorry to say that these crimes by solicitors had of late years been growing in number, and they must, if possible, be put a stop to. In the remaining case the bankrupt solicitor was seventy-two years of age, and had been in practice since 1855. His liabilities were £10,000, with a deficiency of £7,500, of which £5,000 consisted of trust moneys. He pleaded guilty to misappropriating moneys which came into his hands as trustee under a settlement, and was sentenced to three years' penal servitude. Another prosecution was that of a banker's agent, who had obtained loans on securities entrusted to him by bankers and others, and used the money

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so obtained for his own purposes, and had also misappropriated the proceeds of drafts handed to him for collection. His conviction was followed by a sentence of six months' imprisonment. The sixth case was the prosecution of a stockbroker under the Larceny Act, 1901, for misappropriation of moneys of clients, being the proceeds of realization of stocks sold on their behalf, or moneys received for investment and appropriated by the bankrupt to his own use. He was found guilty and sentenced to twelve months' hard labour. The seventh and last case to be noticed was the prosecution of a bankrupt and her husband, who was an undischarged bankrupt, for obtaining goods by false pretences. The prisoners had been the authors of an extensive series of long firm frauds, and five previous convictions were recorded against the male prisoner. They were found guilty and sentenced, the husband to five years' penal servitude, and the wife to six months' imprisonment.

Administration Orders under Section 122 of the Bankruptcy Act, 1883.—It appears that nearly 13 per cent. of the applications for administration orders in 1901 were dismissed. In 1,934 cases, or nearly 50 per cent. of the cases in which orders were made, the debts were ordered to be paid in full, while in the remaining cases compositions, ranging from 6d. in the pound upwards, were ordered to be paid. The lowest monthly instalment ordered to be paid was 1s. The total amount paid into court from 1884 to 1901 (both inclusive) was £489,793, while the amount paid to creditors during the same period may be estimated at about £282,000. To enforce unsatisfied orders 169,442 judgment summonses have been issued since 1883, and 75,263 orders of commitment have been made, but only 188 executions and 3,158 committals to prison resulted from these proceedings.

Legal News.

Changes in Partnerships.

Dissolutions.

CHARLES HUGH STOBART and HENRY EDWARD SWAINE PEARS, solicitors (Woodcock, Stobart, & Pears), Wigan and Southport. June 30. [Gazette, Sept. 22.]

General.

It is announced that Sir Samuel Griffith has accepted the post of Chief Justice of the Australian Federal High Court, and that Sir Edmund Barton and Mr. R. E. O'Connor have been made the other judges of the Federal High Court.

During the Long Vacation, says the *Daily Telegraph*, several of the courts of the Royal Courts of Justice have been overhauled and cleaned, while in all of them new electroliers and fittings, with the latest improvements, have been completed, whereby the light will be more centralized and equally distributed over each court.

Mr. Justice Barnes and Mr. Justice Jelf, who have been compelled by ill-health to be absent from the Law Courts during the greater part of the year, are, says the *Globe*, both expected to resume their judicial duties when the Michaelmas sittings begin. Mr. Justice Barnes's health has been much improved by a long sea voyage, and Mr. Justice Jelf has been benefited by a holiday in Scotland.

Two persons at Atlantic City, U.S.A., are, says the *Globe*, the victims of American "hustle." Happening to meet a justice of the peace, they asked, purely as a matter of curiosity, how a marriage licence could be procured, and the busy official, misunderstanding their inquiry, made them man and wife out of hand. "The bride was very angry at first." The man's state of mind, then and afterwards, is not recorded.

The Congress which opens at Antwerp on the 29th of September, under the auspices of the International Law Association, will discuss, among other questions, that of international arbitration and the best means of combating anarchism on the basis of an international entente. Among minor subjects are jurisdiction over vessels in territorial waters and various questions relating to insurance by general average. Great Britain will be represented by Sir Walter Philimore, Mr. Justice Kennedy, and Sir Alfred Jones, president of the Liverpool Chamber of Commerce.

A New Mexico correspondent of the American *Case and Comment* sends the following letter, written by a newly-elected justice of the peace in that territory some twenty years ago, when conditions were somewhat more primitive than now: "I wish you would send me a fee-bill for justices and constables. I have but one law book in my office and that is a last year's almanac and that does not contain a fee-bill. I had my first case yesterday and the jury promptly found a verdict for the plaintiff and I charged the defendant twenty dollars costs. He kicked and I reduced it to fifteen dollars, which he paid. I then 'whacked up' with the constable, which I thought would be about right. If I don't hear from you before the next case comes on the costs will be twenty-five dollars. This thing has got to pay."

A return has been issued of proceedings under the Workmen's Compensation Acts and the Employers' Liability Act during the last year. It shows that the total number of actions in county courts under the Employers' Liability Act was 548 as against 590 last year, the amount of damages awarded being £9,330 as against £11,294. A comparison of the returns for 1902 with those for the years 1899 to 1901, the first three complete years when the Act was in force, does not, says the *Times*, show any great change in its operation. As compared with 1901 there has been a falling off both in the number of cases taken into the courts and in the number of appeals to the Court of Appeal. As in previous years the great majority of claims were settled by agreement, and only a small percentage were made the subject of arbitration.

It is a rather striking fact, says the *St. James's Gazette*, that the greatest deception of the last century brought about one of the most daring forgeries. While the Tichborne case was dragging its weary length, the court was staggered one morning by the receipt of a letter purporting to be written by Sir Algernon West at the direction of Mr. Gladstone, his chief, to Lord Chief Justice Bovill. The letter set forth that the slow progress of the trial was a public scandal, and that we could not fail to become a byword to all civilized nations. Mr. Gladstone, the letter ran on, added "he is aware that you are not in any sense responsible for a state of things which is a blot upon our civil jurisprudence, but he thinks an early expression of your, and perhaps his, opinion, from the high position you occupy, would tend to remedy a state of things which threatens to result in a virtual denial of justice." Fortunately inquiries were made, and the letter was found to be a forgery.

The federal law against Anarchists came into effect, says the *Albany Law Journal*, on the 1st of June last. In consequence, aliens desiring naturalization are compelled to swear to a new clause in the affidavit put before the courts. This clause reads: "Petitioner further deposes and says that he does not disbelieve in nor is he opposed to all organized government, nor is he a member of or affiliated with any organization entertaining or teaching such disbelief in or opposition to all organized government, nor does he advocate or teach the duty, necessity, or propriety of the unlawful assaulting or killing of any officer or officers, either of specific individuals or of officers generally of the government of the United States or of any other organized government, because of his or their official characters, nor has he violated any of the provisions of the Act of Congress entitled 'An Act to Regulate the Immigration of Aliens into the United States,' approved the 3rd of March, 1903."

The Property Mart.

Sale of the Ensuing Week

OCT. 1.—Messrs. H. E. FOSTER & CHANFIELD, at the Mart, at 2:-

REVERSIONS:

To One-fifth of a Trust Estate value £37,337 in Railway Stock; lady aged 60. Solicitors, Messrs. Heron & Co., London.
To £250; lady aged 84. Solicitors, Messrs. Robins, Hay, Waters, & Hay, London.
To £1,300 in Consols, &c.; also to undivided Moiety of Perpetual Annuity of £48; lady aged 68. Solicitors, Messrs. Booth & Simee, London.
To One-ninth of a Trust Fund of £6,344 Mortgage Securities, &c.; lady aged 75; solicitors, Messrs. Hunter & Haynes, London.
To One-seventh of Freehold Premises value £3,000; lady aged 84. Solicitor, E. K. Robinson, Esq., London.

In 1934 to Leascholds in Southampton, held for 99 years from 1901 at £86 per annum, and sub-let at £450. Solicitors, Messrs. Stanton, Bassett, & Stanton, Southampton.

REVERSIONARY LIFE INTEREST of a lady aged 25 on decease of a gentleman aged 53 in a sum of £23,650. Also REVERSIONARY LIFE INTEREST of same lady in a Trust Fund of £360 per annum (see particulars). Solicitor, C. F. Appleton, Esq., London.

ANNUITY of £36 10s.; gentleman aged 48. Solicitor, Frederick Stone, Esq., Derby.

POLICIES for £5,000, £1,000.

SHARES in "Graphic" and "Daily Graphic," Trades Markets and Exhibitions, &c. (See advertisements, this week, back page.)

Result of Sale.

Messrs. C. C. & T. MOORE sold at the Mart, on Thursday last, the old Bow Police Station; three freehold houses in St. George's East for £1,000, and six leaseholds in Underwood-street, Spitalfields, for £1,200. The sale of houses at Forest Gate and Limehouse made a total of £4,620.

Winding-up Notices.

London Gazette.—FRIDAY, Sept. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BAR SYNDICATE, LIMITED.—Creditors are required, on or before Sept. 30, to send their names and addresses, with particulars of their debts and claims, to Worthington & Co., 27, Nicholas In.

FIRST LANCASHIRE RIFLES' DRILL SHED CO., LIMITED.—Creditors are required, on or before Oct. 15, to send their names and addresses, and the particulars of their debts or claims, to William Leach Jackson, 41, North John st., Liverpool. Thompson & McMaster, Liverpool, solars for liquidator.

KARNOID, LIMITED.—Creditors are required, on or before Nov. 3, to send their names and addresses, and particulars of their debts or claims, to Charles Wentworth Fullon, 71, Elstree rd., Clapham Common. Robinson & Stannard, Eastcheap, solars for liquidator.

LIMA SYNDICATE, LIMITED.—Creditors are required, on or before Nov. 20, to send their names and addresses, and the particulars of their debts or claims, to Lacey Downes, 11, Ironmonger ln.

LONDON AND NEW ZEALAND EXPLORATION CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Oct. 31, to send in their names and addresses, and the particulars of their debts and claims, to All'n Gilbert Bartholomew, 26, Salisbury House. Thompson, Copthall av., solars to liquidator.

MAX COHEN, LIMITED.—Petition for winding up, presented Sept. 15, directed to be heard at Manchester on Sept. 30, at 10 o'clock. Asher, Corporation st., Manchester, solars for petition. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept. 29.

PETER REID & SONS, LIMITED.—Creditors are required, on or before Oct. 16, to send their names and addresses, and the particulars of their debts or claims, to Mr. Arthur Whittaker, 21, Spring gdns., Manchester. Sale & Co., Manchester, solars to liquidator.

TALBOT WARD, SOUTHPORT, CONSERVATIVE CLUB CO., LIMITED.—Creditors are required, on or before Oct. 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Crane, 211, Lord st., Southport.

WOODLEY CO., LIMITED.—Creditors are required, on or before Oct. 10, to send their names and addresses, and the particulars of their debts or claims, to James Todd, 3, Winchell st., Preston. Banks & Co., Preston, solars for liquidators.

London Gazette.—TUESDAY, Sept. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

E. A. GIBLIE & CO., LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or

before Nov 2, to send their names and addresses, and the particulars of their debts or claims, to James William Herrington, Bartholomew Chambers, Brighton. Nye & Clewer, Brighton, solicitors for liquidator.

ELECTRIC TRAMWAYS TRUST, LIMITED—Petition for winding up, directed to be heard on Sept 29 will be re-heard on Sept 30. Asprey, Lincoln's Inn Fields, solicitor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 29.

ELMORES TRUST, LIMITED—Petition for winding up, presented Sept 16, directed to be heard Oct 27. Berry & Co., Huddersfield, for Bradley, Gracechurch &c, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 26.

METHODIST WEEKLY PUBLISHING CO., LIMITED—Creditors are required, on or before Nov 4, to send their names and addresses, and the particulars of their debts or claims, to John Edward Downes, 38, Hyde Grove, Manchester.

PAULLAC COAL AND PITWOOD CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Alfred George Pullin, 64, The Exchange, Mount Stuart Sq, Liverpool.

WOODS, LTD.—Creditors are required, on or before Oct 10, to send their names and addresses, and the particulars of their debts or claims, to James Todd, 8, Winsley St, Preston. Banks & Co., Preston, solicitors for liquidator.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, Sept. 4.

AKROYD, ELIZA ANN, Ilkley, Yorks Oct 1 Piercy, Leeds

ANDREWS, JOHN EDWARD, Harborne, Staffs. Cabinet Maker Oct 31 Rabnett, Birmingham ANNELEY, Lieut Col FRANCIS CHARLES, Woolwich Oct 6 Upton & Gritten, Lincoln's Inn Fields

BAKER, JAMES, Crouch End Oct 1 Amery & Co, Fleet st BARTLETT, ROBERT SMITH, Redditch, Worcester, J.P. Nov 1 Lee & Co, Birmingham BREAKELL, THOMAS COPPLELAND, Lancashire, Cumberland Oct 10 Clarke & Co, Preston BROMLEY, THOMAS HOWARD, Colchester, Machinist Sept 28 Synnot, Manningtree BURLEIGH, SAMUEL, Southampton Oct 17 Golding & Hastings, Cannon st CAMPION, JOHN, Exeter, West, Yorks, Yeoman Oct 1 Whitehead, Pickering CREEK, JOHN ANTHONY, New st, Lincoln's inn, Barrister at Law Oct 31 Sissey & Cook, Serjeant's inn, Fleet st

GREENWOOD, CHARLES FORTESCUE THURSBY, Russell sq, Bloomsbury, Newspaper Correspondent Oct 31 Jacobs & Greenwood, Queen Victoria st HALSWORTH, ALEX, Droylsden, Lancs Oct 1 Richards & Hunt, Ashton under Lyne HARBRAVES, WILLIAM, Burnley, Lancs Oct 7 Nowell & Co, Burnley HAZLWOOD, HARRY, Herne Hill, Kent, Licensed Victualler Oct 1 Tassell & Son, Faversham

HEEAN, MICHAEL, Bolton Oct 7 J & W Balsall, Bolton HETHINGTON, JOHN, Seaford Harbour, Durham Oct 12 Wright & Co, Seaford Harbour

HOLLINGHAM, EDWARD, Eastbourne Oct 4 Robinson & Co, Norfolk st, Strand JOHNSON, CHARLOTTE, Hull Oct 18 Carr, Gt Tower st JOHNSON, WILLIAM, Southampton Oct 5 Page & Gulliford, Southampton

JONES, JANE, Bristol Oct 10 Jacques & Co, Bristol KITTO, JOHN, Aberystwyth, Cardigan Oct 14 Davies, Aberystwyth MILLS, WILLIAM GUNDRY, St John's Wood Oct 15 Maxwell, Bishopsgate st Within MOLYNEUX, JOHN, Southampton Oct 6 Watkins-Williams & Gray, Guildhall yard MOOR, HENRY, Heeley, Yorks Oct 16 Holden & Co, Hull NUTTALL, JAMES, Blackpool Sept 29 Anderson, Blackpool PIOTT, MARY ANN, Worthing Oct 17 Mee & Co, Bedford PLUMPT, ELLEN ELIZABETH, Topsham, Devon Oct 10 Tapley, Exeter RAFFEY, ANDREW, Liverpool, Fruterer Oct 3 Radi, Liverpool REDFORD, JAMES EWAN, Derby, Gent Oct 1 Moody & Woolley, Derby RILEY, JOSEPH, West Vale, nr Huddersfield, Grocer Oct 16 Jubb & Co, Halifax RILEY, CAROLINE, West Vale, nr Halifax Oct 16 Jubb & Co, Halifax ROBERTS, GEORGE DAVID, Liverpool Oct 14 Evans & Co, Liverpool ROE, JOSEPH, Totnes, Merchant Oct 10 T C & G F Kellogg, Totnes SCOBIE, HENRY, Wellington, Durham, Platelayer Oct 1 Bell & Sons, Sunderland SMITH, ELIZA HELEY, Stoke Newton Oct 30 Child & Son, Bedford row SHIFFTON, ADELAIDE, Bury, Lancs Oct 16 Howarth, Bury STEEL, CAROLINE, Cambridge Oct 19 Hunnybun & Sons, Huntingdon WHEATCROFT, EDWARD WOODWORTH, Derby, Physician Oct 1 Moody & Woolley, Derby WEIGHT, GERTRUDE, Putney Oct 5 Foskett, Portman st

London Gazette.—TUESDAY, Sept. 8.

ADAMS, ALEXANDER, Mutley, Plymouth Nov 1 Rooker & Co, Plymouth ATKINSON, JOSEPH FRANCIS, Pitmead, Sheffield Des 1 Forrett & Fawcett, Sheffield BAILEY, HENRY WILLIAM, Coleman st, Incorporated Accountant Oct 3 Oliver & Co, Coleman st

BRUNWELL, CHRISTOPHER TAYLOR, Newcastle on Tyne, Draper Oct 8 Hoyle, Newcastle on Tyne

CLARK, EDWIN COOPER, Bedf ord, nr Eye, Suffolk, Farmer Oct 12 Ling, Framlingham COOME, ROBERT GORTON, Southminster, Essex, Surgeon Oct 31 Beaumont & Bright, Maldon, Essex

DANKS, SOLOMON, Rowley Regis, Staffs, Engineer Oct 10 Davies, Netherton, Dudley DAVENPORT, MARY ANN, Handsworth, Staffs Oct 9 Westwood, Birmingham DURBANT, SARAH JANE, Bethnal Green Oct 17 Maxwell, Bishopsgate st EASTERLING, AVE, TORQUAY Oct 2 Hutchings & Hutchings, Torquay EMBLED, JOHN, Litherland, or Liverpool, Farmer Oct 7 North & Co, Liverpool GIDDINGS, SARAH JANE, Weston super Mare Sept 28 Holder & Wood, Cheshire GORTON, ADELAIDE ELIZABETH, Virginia Water, Surrey Oct 19 Weatherup & Co, Ipswich HORNS, WALTER, West Wycombe, Ironfounder Oct 20 Cripps, Marlow KING, WILLIAM, Sale, Chester Oct 17 Claye & Son, Manchester LAWRENCE, WILLIAM, Northampton, Butcher Sept 19 G & G W Rands, Northampton MACCOLL, CATHERINE, Ealing Oct 23 Ballantyne, Leadenhall st MARTIN, JAMES, KERRY, Montgomery Sept 26 Harrisons & Wimall, Welshpool MORTLOCK, SAMUEL JAMES ALEC, Gracechurch st, Hatter Oct 10 Maskell & Nisbet, John st, Bedford row

PACE, JOHN, Newcastle on Tyne, Cartman Oct 10 Lumdi & Co, Newcastle on Tyne PEARSON, JOSEPH, Bradford, Innkeeper Oct 6 Banks & Co, Bradford RICHARDSON, WILLIAM JAMES, Amble, Northumberland, Innkeeper Oct 19 Webb, Morpeth ROTHWELL, MARY ELIZA, Wymeney gate, Kensington Oct 14 Humphreys & Co, Halifax SALTER, CHARLES, Newport, I of W Oct 17 Edridge & Sons, Newport STACEY, WILLIAM FREDERICK, Sheffield Sept 26 Harrison & Co, Sheffield THOMAS, HENRY, Blackpool Oct 30 Butcher, Blackpool THOMAS, SUSAN, Blackpool Sept 29 Butcher, Blackpool TOLMINSON, KATE, Richmond, Yorks Oct 31 Archer & Co, Stockton on Tees WATSON, WILLIAM, Ambleside, Westmorland, Yeoman Oct 31 Gately, Ambleside WILCOX, ESTHER, Nash, Mon Oct 10 Adey, Newport, Mon

London Gazette.—FRIDAY, Sept. 11.

ANDREWS, ELIZA ELIZABETH, Harborne, Staffs Oct 31 Rabnett, Birmingham ASHWORTH, CALDWELL, Duxford's Land, East Grinstead Oct 9 Bachelor & Co, Panacea in, Queen st

AUSTIN, ELIZABETH, Canterbury Oct 26 Mowll & Mowll, Canterbury

AUSTIN, CAPT GROFFERY LEWIS, Canterbury Oct 26 Mowll & Mowll, Canterbury

BALLANTYNE, WILLIAM, Shap, Westmorland, Yeoman Oct 31 Little & Lamond, Penrith

BARRETT, RICHARD, Bury, Lancs Oct 16 Woodcock & Son, Bury

BATEMAN, HORATIO, Derby Oct 10 Eddowes & Sons, Derby

BEASALL, MARY ANN, Morpeth, Lincolns Draper Oct 1 Brett, Morpeth

BEDFORD, EDWARD ALEXANDER, East Acton Sept 30 Cross & Sons, Lancaster pl, Strand

BOWKER, GEORGE, Hyde, Chester, Cashier Oct 21 Drinkwater & Co, Hyde BRUNTON, HENRY THOMAS, Kingston on Hull, Lighter Owner Oct 15 Todd, Hull CARTER, HENRY, Ardingly, Sussex, Beerhouse keeper Oct 15 Hart & Co, Dorking COE, JOHN, Abinger, Surrey, Farmer Oct 15 Hart & Co, Dorking CRACROFT, ELEANOR, South Norwood Oct 13 Walters & Co, New st, Lincoln's Inn de LAESSE, ALBERT FREDERICK, Copenhagen Oct 12 Madison & Co, Old Jewry DOWNING, HARRIET LOUISA, Leicester Oct 11 Harvey & Clarke, Leicester DUTTON, ARTHUR, Tales Hill, Military Tailor Oct 15 White & Leonard, Ludgate circus EDLIN, SIR PETER HENRY, KC, Queensborough terr, Baywater Oct 24 Allen & Son, Carlisle st, Soho sq

ESSEX, ELIZABETH, Pontypool, Mon Nov 11 Bythway & Son, Pontypool FOSTER, HARRY, Deal, Kent, Licensed Victualler Oct 12 Brown & Brown, Deal GIBSON, SELINA JANE, Bristol, Coal Merchant Oct 13 Vesle, Bristol GOODRICH, HARRIET ELIZA, Blackheath Oct 20 Gardner & Hovenden, Finsbury circus HARTLEY, NANCY, Halifax rd, Oct 17 Dickens & Aked, Halifax HODGKINSON, ELIZABETH HANNAH, Weybridge Oct 13 Addleshaw & Co, Manchester HUNTELY, WILLIAM JOHN VINCENT, Welsh St Donat's, nr Cowbridge, Glam, Farmer Oct 27 Gwyn & Gwyn, Cowbridge JONES, OWEN, Liverpool, Joiner Dec 7 Hart-Dyke, Duchy of Lancaster Office, Lancs, 1st fl

KERR, WALTER, Rotherham, Yorks Oct 19 Pasbly & Hodgkinson, Rotherham LIVESLEY, JOSEPH MONTAGUE, Dover Oct 30 Tweed & Co, Lincoln MANSILL, MATILDA, Paddington Oct 29 Ballantyne, Leadenhall st MARKS, EDWARD, Burton on Trent, Tobaccocon Oct 9 Lidlow, Burton on Trent NOWELL, ELIZABETH, Preston Nov 8 Johnson, Wigton OUTHWAITE, WILLIAM, Huddersfield Oct 10 Owen & Bailey, Huddersfield PÉPÉ, GIUSEPPE, Stockwell rd, Stereotype Oct 7 Pearce, Devereux et, Strand PRESCOTT, CYRIL JACKSON CHARKE, Manchester Oct 5 Marsden & Sons, Ludlow MOGGS, ANN, Sunderland Oct 23 Aynsley, Consett, Durham RUSHWORTH, HARPER, Lawrence in, Manufacturers' Agent Oct 12 Grundy & Co, Gresham st

SEED, MARGARET ANN, Clitheroe, Lancs Nov 10 Baldwin & Co, Clitheroe SHACKEL, ROBERT FREDERICK, Lewisham Oct 21 Field & Co, Lincoln's Inn fields TIMMINS, JOHN, Birkenhead Oct 14 Bradley, Liverpool TYERS, SARAH ANN, Bridlington, Yorks Oct 23 Crust & Co, Beverley WAGHORN, THOMAS, Hove, Sussex Sept 30 Trangnan, Hove WILSON, JAMES, sen, Headcorn, Norfolk Oct 10 Jarvis & Morgan, King's Lynn WRENS, THOMAS, Bournemouth Nov 1 Sharp & Symonds, Bournemouth

London Gazette.—TUESDAY, Sept. 15.

BELL, JANE, YORK Oct 10 Watkinson, York BETTS, HARRY THOMAS, Stamford, Lincs, Merchant Oct 10 Atter, Stamford BRETTINGHAM, HARRIET JOSEPHINE FRANCES, Hove, Sussex Oct 19 Woodcock & Co, Bloomsbury sq

CHARLTON, HENRY, Gateshead, Engineer Nov 1 Dixon, Gateshead DANDO, JOHN CARVER, Widmore, Somerset Oct 10 Smith & Burrough, Wedmore DAVIES, GRIFFITH, Swansea Oct 2 Harris, Swansea DAVISON, WILLIAM EDWARD, Tonquay, Chemist & Assistant Oct 26 Webb, Morpeth DREW, RICHARD WILLIAM, Blatchington, Surrey Oct 15 Davies, Strand VAULKNER, JOHN, Rainhill, Lancs Oct 16 Hoaking, Liverpool FORBES, CHARLES, Burton on Trent, Joiner Oct 21 Richardson, Burton on Trent GADSON, EMILE SOPHIA ROHALIE, Hammersmith Oct 19 Wetherfield & Co, Greenwich bridge, Greenwich

GELL, JANE MARY, York Oct 22 Watkinson, York HARR, ELIZABETH, Boston, Lincs Sept 26 Smalh, Boston HARR, THOMAS, Stamford, Lincs, Decorator Oct 10 Atter, Stamford HARBRAVES, SAMUEL, Birkdale, Lancs Oct 22 Threlfall, Southport HAYES, FRED, Gobions, Lancs Oct 22 March & Co, Leigh, Lancs JEROME, MARIE CHAPMAN, Sparkhill, Birmingham Oct 16 Jeffery & Co, Birmingham JOHNSON, MICHAEL, Minsterhouse, Durham Oct 15 Trotter & Co, Bishop Auckland KEEBLE, JOHN JEPPIE, Plumstead, Kent Oct 15 Syrett & Sons, Finsbury pvtm KENNARD, ISAAC DEBOCK, Margate, Piano forte Dealer Sept 30 Emmerson & Co, Sandwith KNOTT, SARAH MARY, Plymouth Oct 10 Greenways & Co, Plymouth LOXLEY, HENRY, Hillsborough nr Sheffield Oct 10 Smith & Co, Sheffield McGARVEY, FRANCIS, Heston, Newcastle upon Tyne Oct 27 Millions, Newcastle upon Tyne MARDEN, ISABELLA ELLEN, Leeds Sept 30 Stewart, Newcastle upon Tyne MATHEWS, DUNCAN, AMBLER, Leadenhall st Oct 3 Slatyer & Co, Manchester MAXFIELD, MATTHEW, Leicester Nov 2 Stone & Co, Leicester MAYELL, EUGENE, West Kilburn, Builder Oct 31 Jennings, Kentish Town rd PARKER, JOHN, Arnley, Leeds, Grocer Oct 16 Wilson, Leeds PAYNTER, EMILY, Queen'sberry pl, Kensington Oct 2 Witham & Co, Gray's inn sq PEARSON, REV FREDERICK RICHARD, Latchford, Chester Oct 27 Dixon & Linsell, Manchester RICHARDSON, WILLIAM JAMES, Amble, Northumberland, Innkeeper Oct 10 Webb, Morpeth SEALE, GEORGE HENRY, Harborne, Birmingham, Merchant Nov 15 Snow & Atkins, Birmingham SHACKEL, ROBERT FREDERICK, Lewisham Oct 21 Field & Co, Lincoln's Inn fields TAGGART OF MCTAGGART, ROBERT, Whitehaven, Cumberland Oct 17 Brockbank & Co, Whitehaven

London Gazette.—FRIDAY, Sept. 18.

ADAMS, GRACE, Mutley, Plymouth Nov 1 Rooker & Co, Plymouth ATKINSON, WILLIAM EDWIN, Kingston upon Hull, Plumber Oct 14 Jacobs & Dixon, Hull COOMBS, MARY, Hayesfield Park, Bath Oct 17 Carpenter, Bath COOPER, REV WILLIAM HENRY, Stamford Nov 3 Duncan, Edinburgh CUSHNIE, ALEXANDER, Cobham Nov 7 Neish & Co, Watling st DOBSON, JOHN, Liverpool, Corn Dealer Oct 19 Rudd, Liverpool ENSBY, CHAMBERS, Gamlingay, Cambridge Oct 31 Smith, Sandy, Beds FIELD, SAMUEL, Blean Mills, St Cosmus, Kent, Miller Oct 31 Mowll & Mowll, Canterbury FLETCHER, JOHN, Pickering, Yorks, Tailor Oct 19 Kitchin, Pickering HAMER, WILLIAM, Southport, Lancs Nov 12 Higham, Manchester HENNING, WILLIAM, Sutton Coldfield, Warwick Oct 14 Chinn, Birmingham HODGSON, JULIA, Redhill, Surrey Oct 21 Verrall & Sorisse, Brighton HOLDEN, ELIZABETH, Birkenhead, Chester, Beerhouse Keeper Oct 19 Thompson & Co, Birkenhead HORN, HENRY JOHN, Teignmouth, Devon Nov 2 Tozer & Co, Teignmouth JOELIN, JOHN, Colchester Nov 1 Elwes & Co, Colchester LORD, JAMES, Bolton Oct 31 Horrocks, Radcliffe MARTIN, JOHN, Leicester, Licensed Victualler Oct 31 Neale, Leicester NEWTON, FRANCIS, York, Railway Messenger Oct 16 Kay, York OWEN, REV PHILIPS Nov 14 Tozer & Co, Teignmouth PERBERRY, ELIZABETH AMY PRANCE, URY Lelant, Cornwall Oct 10 Chellaw, St Ives, Cornwall

POWTON, ANN, Norton, Durham Oct 18 Fryer, West Hartlepool PRIMO, LOUIS, Croydon Oct 26 Gadson & Treherne, Bedford row PRIMO, MARY ANN ELIZABETH, Croydon Oct 26 Gadson & Treherne, Bedford row RODDES, HENRY, Lyminge, Kent, Farmer Oct 31 Atkinson & Stainer, Folkestone SMITH, SAMUEL, Saltley, Birmingham Oct 14 Chinn, Birmingham STUART, SIR EDWARD ANDREW, Regent's Park Nov 1 Patersons & Co, Lincoln's Inn fields SYKES, ARTHUR COTTAM, Kingston on Hull, Ship's Steward Oct 20 Barker & Mayfield, Hull TROUDALE, JACOB, Bristol Nov 5 Spofforth, Bristol WALKER, THOMAS, Hawdon, nr Leeds, Estate Agent Oct 1 Jacobs & Dixon, Hull WILLETTS, CHARLES JOSEPH, Peckham, Leather Merchant Oct 28 Marchant & Co, Deptford REES, WILLIAM, Tipton, Staffs, Roll Turner Oct 12 Hooper & Fairbairn, Dudley

Bankruptcy Notices.

London Gazette.—TUESDAY, Sept. 15.

RECEIVING ORDERS.

AUSTIN, G., Whitton, nr Heanahow, Builder Brentford Pet Aug 9 Ord Sept 11

BROOK, FREDERICK HENRY, Queen Victoria st., Brick Merchant High Court Pet June 20 Ord Sept 11

BUCKLEY, JAMES EARL, Newcastle under Lyme, Grocer Hanley Pet Sept 10 Ord Sept 10

CLARK, WALKER, Baldon, Yorks, Quarry Owner Bradford Pet Sept 11 Ord Sept 11

DEVEREUX, HENRY SAMUEL THOMAS, Cheltenham, Printer Cheltenham Pet Sept 11 Ord Sept 11

DODGE, JAMES JOSHUA, Fiskerton Moor, Lincs, Farmer Lincoln Pet Sept 12 Ord Sept 12

DOTY, W. E., jun., Dover st., Piccadilly High Court Pet July 14 Ord Sept 11

EVANS, WILLIAM HAROLD, King st., St James's, Tailor High Court Pet Aug 24 Ord Sept 11

GLOVER, THOMAS, Eastbourne, Builder Eastbourne Pet Sept 10 Ord Sept 10

GRANDIFORT, WILLIAM EWART HENRY, Dewsbury, Hosier Dewsbury Pet Sept 11 Ord Sept 11

GROVE, HORACE CHARLES, Chadwell Heath, Essex, House Furnisher Chelmsford Pet Sept 11 Ord Sept 11

HARROLD, WILLIAM SIMPSON, Halifax Halifax Pet Aug 28 Ord Sept 7

HYAN, HENRY, ISRAEL FISHER, and HARRIS WEINBERG, Berwick st., Oxford, Tailors High Court Pet Aug 18 Ord Sept 11

JACKEL, G. MARK, in Commission Agent High Court Pet May 18 Ord Sept 11

JAMES, CHARLES HAY, Harringay, Commercial Clerk Edmonton Pet June 24 Ord Sept 7

JOHNSTON, JAMES, Haggerston rd., Provision Merchant High Court Pet Aug 15 Ord Sept 11

JONES, WILLIAM, Marsfield, Mon, Market Gardener Newport, Mon Pet Sept 11 Ord Sept 11

KATE, WILLIAM TOOTING, Builder Wandsworth Pet Aug 20 Ord Sept 10

LEADS, ERNEST HOOD, Haltwhistle, Northumberland, Cycle Agent Carlisle Pet Sept 12 Ord Sept 12

Lewis, RICHARD, Wolverhampton, Painter Wolverhampton Pet Sept 10 Ord Sept 10

LEYLAND, EDWARD HERBERT, Bury, Lancs, Grocer Bolton Pet Sept 11 Ord Sept 11

LITTLE, FREDERICK LOSCAMP, Arundel pl., Barnsley, Mercantile Clerk High Court Pet Sept 10 Ord Sept 10

MARSH, LEWIS ALBERT, 10, W. Baker, Newport Pet Sept 10 Ord Sept 10

MATSON, JOSE, Bradford, Grocer Bradford Pet Sept 12 Ord Sept 12

MESSEITER, EDWARD, Willbraham pl., Slaone st., Builder High Court Pet May 25 Ord Sept 9

NEALON, JOHN A., Liverpool, Doctor Liverpool Pet Aug 24 Ord Sept 11

RAW, WILLIAM, Clayton le Moors, Lancs, Fish Dealer Blackburn Pet Sept 12 Ord Sept 12

RICHARDS, WILLIAM ELIAS, Maesteg, Glam, Ironmonger Cardiff Pet Sept 8 Ord Sept 8

SHELDY, THOMAS HENRY, Gayles, nr Richmond, Yorks, Butcher Northallerton Pet Sept 9 Ord Sept 9

SHELDY, EBENEZER, Duffield, Derby, Ironfounder Derby Pet Sept 8 Ord Sept 8

SHELDY, ERNEST EDWARD, St. Budeaux, Devon, Butcher Plymouth Pet Sept 10 Ord Sept 10

TAYLOR, GEORGE HENRY, Abberdon pl., Maida Vale, Builder High Court Pet Sept 10 Ord Sept 10

TELLER, SIMON, Westminster Bridge rd., Hardware Merchant High Court Pet Sept 8 Ord Sept 8

THOMAS, GILBERT SAMUEL, Cardiff, Oven Maker Cardiff Pet Aug 22 Ord Sept 8

TURNER, ALFRED CHARLES, Old Whittington, Derby, Grocer Chesterfield Pet Sept 10 Ord Sept 10

WILLIAMS, THOMAS DAVID, Bridgend, Draper Cardiff Pet Aug 12 Ord Sept 10

YOUNG, ROBERT, Trimdon Grange, Durham Durham Pet Sept 11 Ord Sept 11

HOPE, WILLIAM, Rusholme, Manchester, Grocer Sept 23 at 2.30 Off Rec, Byrom st., Manchester

HUGHES, THOMAS, New Ferry, Birkenhead, Joiner Sept 23 at 2.30 Off Rec, 25, Victoria st., Liverpool

KINGSLY, HENRY, Bedford, Cake Merchant Sept 23 at 12 Off Rec, Bridge st., Northampton

LEYLAND, EDWARD HERBERT, Bury, Grocer Sept 23 at 3 19, Exchange st., Bolton

LILLEY, LEMUEL BENJAMIN, Wrexham, Publican Sept 23 at 11, The Priory, Wrexham

MARSH, LEWIS ALBERT, Newport, I of W., Baker Sept 23 at 3.15 Off Rec, 19, Quay st., Newport, Isle of Wight

MELLOR, JOE, Bradford, Grocer Sept 23 at 3.30 Off Rec, 29, Tyrell st., Bradford

MILLER, GEORGE, Radway, Warwick Sept 23 at 12 Off Rec, 1, St Algate st., Oxford

MOROAN, WILLIAM GRIFFITH, Nantyglo, Mon, Mineral Water Manufacturer Sept 23 at 3 Off Rec, 135, High st., Merthyr Tydfil

NEWTON, HENRY G., Ashchurch grove, Shepherd's Bush, Commercial Traveller Sept 23 at 12 Bankruptcy bldg., Carey st.

PURCELL, JOHN, CREWE, Baker Sept 23 at 10.30 Royal Hotel, Crewe

REDMOND, WILLIAM EDWARD, Liverpool, Upholsterer Sept 23 at 12 Court house, Government bldg., Victoria st., Liverpool

SMITH, ERNEST EDWARD, St. Budeaux, Devon, Butcher Sept 23 at 11 Off Rec, 6, Atheneum ter., Plymouth

STONEHOUSE, CHARLES JOSEPH, Stapenhill, Derby, Bolt Maker Sept 24 at 4 Midland Hotel, Station st., Burton on Trent

SUTTON, ALBERT, Foston, Derby, Farmer Sept 24 at 3 Midland Hotel, Station st., Burton on Trent

TREBBUTT, GEORGE HERBERT, Aberdeen pl., Maida Vale, Builder Sept 23 at 11 Bankruptcy bldg., Carey st.

TELLES, SOLOMON, Westminster Bridge rd., Hardware Merchant Sept 23 at 12 Bankruptcy bldg., Carey st.

THOMAS, ALFRED JAMES, Waunllwyd, Mon, Grocer Sept 24 at 12 Off Rec, 135, High st., Merthyr Tydfil

THORP, JOHN GEORGE, Hove, Sussex, Lodging house keeper Oct 1 at 10.30 Off Rec, 4, Pavilion bldgs., Brighton

WALTERS, JOSEPH STUART, Bexhill, Tutor Oct 6 at 11.30 County Court Office, 24, Cambridge rd., Hastings

WILLIAMS, THOMAS DAVID, Bridgend, Draper Sept 23 at 12.15, St Mary st., Cardiff

WILSON, THOMAS, Derby, Butcher Sept 23 at 11 Off Rec, 47, Full st., Derby

WOOD, SARAH, Thetford Lees, nr Dewsbury, Grocer Sept 23 at 11 Off Rec, Bank chmbs, Corporation st., Dewsbury

ADJUDICATIONS.

BARLOW, FRANK ERNEST, Birmingham Birmingham Pet July 25 Ord Sept 11

BERRY, CHRISTOPHER, Hatton garden, Jeweller High Court Pet Aug 7 Ord Sept 10

BEST, FRANK EDWARD, Ashford, Kent, Builder Canterbury Pet Aug 21 Ord Sept 11

BINNEX, JOHN WILLIAM, Barnsley, House Furnisher Barnsley Pet Aug 13 Ord Sept 8

BUCKLEY, JAMES EARL, Newcastle under Lyme, Grocer Hanley Pet Sept 10 Ord Sept 10

CLARK, WALKER, Bala, Wales, Quarry Owner Bradford Pet Sept 11 Ord Sept 11

DEVEREUX, HENRY SAMUEL THOMAS, Cheltenham, Printer Cheltenham Pet Spt 11 Ord Sept 11

DOVE, JAMES JOSHUA, Fiskerton Moor, Lincs, Farmer Lincoln Pet Sept 12 Ord Sept 12

ENGLAND, FRANK, Glastonbury, Cycle Dealer High Court Pet April 24 Ord Sept 5

GALLUSSER, JACOB, Brixton, Manufacturers' Agent High Court Pet June 28 Ord Sept 4

GLOVER, THOMAS, Eastbourne, Builder Eastbourne Pet Sept 10 Ord Sept 10

GOLLIARD, WILLIAM, Leicester, Corn Merchant Leicester Pet Aug 20 Ord Sept 10

GROVE, HORACE CHARLES, Chadwell Heath, Essex House Furnisher Chelmsford Pet Sept 11 Ord Sept 11

HANCOCK, WILLIAM SAMUEL, Camberwell, Solicitor's Clerk High Court Pet Sept 7 Ord Sept 10

HORNE, ALICE, and JOSEPH HORNE, Barnsley, Glass Dealers Barnsley Pet Sept 11 Ord Sept 11

JONES, WILLIAM, Marshfield, Market Gardener Newport, Mon Pet Sept 11 Ord Sept 12

LAKE, ERNEST HOOD, Haltwhistle, Northumberland, Cycle Agent Carlisle Pet Sept 12 Ord Sept 12

LEWIS, RICHARD, Wolverhampton, Painter Wolverhampton Pet Sept 10 Ord Sept 10

LEYLAND, EDWARD HERBERT, Bury, Grocer Bolton Pet Sept 11 Ord Sept 11

LINTON, FREDERICK LOSCAMP, Barnsley, Mercantile Clerk High Court Pet Sept 10 Ord Sept 10

MCKENNA, JOSEPH HENRY, Throgmorton av., Stockbroker High Court Pet July 9 Ord Sept 8

MARSH, LEWIS ALBERT, Newport, I of W., Baker Newport Pet Sept 10 Ord Sept 10

MELLOR, JOE, Bradford, Grocer Bradford Pet Sept 12 Ord Sept 12

NOAKES, WILLIAM, and EDWARD NOAKES, Eastbourne, Builders Eastbourne Pet Aug 24 Ord Sept 12

PURCELL, JOHN, CREWE, Baker CREWE Pet Sept 7 Ord Sept 12

RAW, WILLIAM, Clayton le Moors, Lancs, Fish Dealer Blackburn Pet Sept 12 Ord Sept 12

RICHARDS, WILLIAM ELIAS, Maesteg, Glam, Ironmonger Cardiff Pet Sept 8 Ord Sept 8

SAMPSON, J. B. W., Gloucester, Dealer Gloucester Pet July 4 Ord Sept 10

SMITH, ERNEST EDWARD, St. Budeaux, Devon, Butcher Plymouth Pet Sept 10 Ord Sept 10

TREBBUT, GEORGE HENRY, Maida Vale, Builder High Court Pet Sept 10 Ord Sept 10

WILLIAMS, THOMAS DAVID, Bridgend, Draper Cardiff Pet Aug 12 Ord Sept 4

YOUNG, ROBERT, Trimdon Grange Durham Durham Pet Sept 11 Ord Sept 11

FIRST MEETINGS.

BANNISTER, JAMES, Wakefield, Farmer Sept 23 at 11 Off Rec, 6, Bond st., Wakefield

BARNES, KENYON, Urmston, Lancs, Cotton Towel Manufacturer Sept 24 at 3 Off Rec, Byrom st., Manchester

BAXFORD, JOHN HENRY HAVELOCK, Burton on Trent, Tailor Sept 24 at 3.30 Midland Hotel, St. John st., Burton on Trent

BELL, CATHERINE EMILY, Ludlow, Salop, Draper Sept 23 at 2.30 Off Rec, 2, Off st., Hereford

BROOK, FREDERICK HENRY, Queen Victoria st., Brick Merchant Sept 24 at 12 Bankruptcy bldg., Carey st.

BUCKLEY, JAMES EARL, Newcastle under Lyme, Grocer Sept 23 at 2.30 North Stafford Hotel, Stoke on Trent

CLARK, WALKER, Baldon, Yorks, Quarry Owner Sept 25 at 3 Off Rec, 29, Tyrell st., Bradford

COLLINS, THOMAS, Leighton Buzzard, Beds, Sept 23 at 12 Bankruptcy bldg., Carey st.

DOVE, JAMES JOSHUA, Fiskerton Moor, Lincs, Farmer Sept 24 at 11.30 Off Rec, 31, Silver st., Lincoln

DOYLE, W. E., jun., Dover st., Piccadilly Sept 25 at 11 Bankruptcy bldg., Carey st.

ELLIOTT, SAMUEL, Sheffield, Rag Merchant Sept 24 at 11 Off Rec, Fife Street, in Sheffield

EVANS, LYDIA, Carmarthen, Licensed Victualler Sept 23 at 11 Off Rec, 4, Queen st., Carmarthen

EVANS, WILLIAM HAROLD, King st., St James, Tailor Sept 24 at 11 Bankruptcy bldg., Carey st.

GIBBS, ARTHUR SAMUEL, Gorleston, Norfolk, Butcher Sept 26 at 3 Off Rec, 8, King st., Norwich

GRANDIFORT, WILLIAM EWART HENRY, Dewsbury, Hosier Sept 23 at 3 Off Rec, Bank chmbs, Corporation st., Dewsbury

HANCOCK, WILLIAM SAMUEL, Camberwell, Solicitor's Clerk Sept 25 at 1 Bankruptcy bldg., Carey st.

HOLLES, WILLIAM, Fulham Sept 24 at 1 Bankruptcy bldg., Carey st.

JACKEL, G. MARK, in Commission Agent High Court Pet May 18 Ord Sept 11

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JACK

BOOK, ALFRED, Colwyn Bay, Denbigh, Builder Sept 20 at 3.30 Craych chmbs, Eastgate row, Chester
 CAMUS, ARMAND RENE, Broadstairs Sept 22 at 13 Off Rec, 14, Bedford row, London
 CASNEY, WILLIAM, Bramley, Leeds, Commercial Traveller Sept 21 at 11 O'Clock, 23, Park row, Leeds
 COOPER, SIDNEY, West Bromwich, Fruiterer Sept 20 at 11 174, Corporation st, Birmingham
 CURRY, JOHN THOMAS, Fulham, Bicycle Maker Sept 20 at 1 Bankruptcy bldgs, Carey st.
 DAWES, HARRY ROBERT, Walford, Hereford, Farmer Oct 1 8 King's Head Hotel, Rose, Hereford
 FENTON, ADAM BIRKMYRE, and ALEXANDER FENTON, Salisbury rd, Brondesbury, Grocer Sept 21 at 1 Bankruptcy bldgs, Carey st.
 FISHWICK, THOMAS, Maulds Meaburn, Westmorland, Farmer Sept 26 at 11.30 Off Rec, 16, Cornwallis st, Barrow-in-Furness
 GLOVER, THOMAS, Eastbourne, Builder Sept 26 at 2.30 Off Rec, 24, Railway app, London Bridge
 GREAVES, WILLIAM HENRY, Mansfield, Notts Sept 20 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 GRINSTEAD, LEONARD, Littlehampton, Lodging house keeper Sept 26 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
 JAMES, CHARLES HAY, Harringay, Commercial Clerk Sept 22 at 3 Off Rec, 21, Bedford row
 JONES, THOMAS, Leicester, Bootmaker Sept 26 at 12 Off Rec, 1, Berriedge st, Leicester
 JONES, WILLIAM, Marshfield, Mon, Market Gardener Sept 26 at 11 Off Rec, Westgate chmbs, Newport, Mon
 KIRK, JOSEPH MOXON, Swillington, nr Leeds, Glue Manufacturer Sept 20 at 11 Off Rec, 22, Park row, Leeds
 LANGLEY, RICHARD, Sheffield, Fish Salesman Sept 20 at 12 Off Rec, Fifteen in Sheffield
 LEE, WILLIAM, Nelson, Lancs, Labourer Sept 26 at 11.30 Off Rec, 14, Chapel st, Preston
 MOORHOUSE, WILLIAM, Padtham, Lancs Sept 26 at 11.45 Off Rec, 14, Chapel st, Preston
 MORGAN, JOHN, Vaynor, Brecknock, Innkeeper Sept 26 at 12 Off Rec, Merthyr Tydfil
 NORMAN, WILLIAM, St Mary Gray, Kent, Baker Oct 7 at 12 Shirehall, Caelmsford
 PHILLIPS, FREDERICK, Brixton Sept 26 at 12 Bankruptcy bldgs, Carey st.
 REEVES, OBDIAN, Upton, nr Southwell, Notts, Butcher Sept 26 at 12.30 Off Rec, 4, Castle pl, Park st, Nottingham
 RICHARDS, WILLIAM ELIAS, Maesteg, Glam, Ironmonger Sept 20 at 10 Off Rec, 117, St Mary st, Cardiff
 RICKETTS, ALFRED, Bishop's Stortford, Herts, Draper Sept 26 at 12 The George Inn, Bishop's Stortford
 ROBINSON, MOSS, Shifield, Furniture Dealer Sept 20 at 12.30 Off Rec, Fifteen in, Shelfield
 SHEPHERD, ROBERT, Accrington, Greater Manchester Sept 26 at 11 Off Rec, 14, Chapel st, Preston
 SHEDDEN, EBENEZER, Duffield, Ironfounder Sept 26 at 11 Off Rec, 47, Full st, Derby
 SMITH, BERTHA, Whitehaven, Cumberland, Confectioner Sept 26 at 11.15 County Court House, Whitehaven

ADJUDICATIONS.

BAXENDALE, WILLIAM, Leigh, Lancs, Decorator Bolton Pet Sept 14 Ord Sept 14
 BEYER, WILLIAM NICHOLAS, Haughton, Llandaff, Montgomery, Farmer, Newton, Pet Sept 15 Ord Sept 15
 BUFFET, SAMUEL JOHN, Kingston upon Hull, Fruit Dealer, Kingston upon Hull Pet Sept 15 Ord Sept 15
 CAMUS, ARMAND RENE, Broadstairs Edmonton Pet Aug 4 Ord Sept 15
 CASNEY, WILLIAM, Bramley, Leeds, Commercial Traveller Leeds Pet Sept 14 Ord Sept 14
 CHICK, TOM, Colyton, Devon, Axle Manufacturer Exeter Pet July 26 Ord Sept 14
 COLY, WALTER CAMERON, Highbury Barnet Pet Sept 12 Ord Sept 14
 COPELAND, HERBERT, Lynton, Chester, Cycle Agent Warrington Pet Sept 15 Ord Sept 15
 CRAWSHAY, ANDREW, Shirebrook, Derby, Grocer Nottingham Pet Sept 14 Ord Sept 14
 CURRY, JOHN THOMAS, Fulham, Bicycle Maker High Court Pet Sept 15 Ord Sept 16
 DANIELS, WALTER, Bedford, Engineer's Gatekeeper Bedford Pet Sept 15 Ord Sept 16
 DAVIS, WILLIAM ALVRED, Measham, Leicester, Chemist Burton-on-Trent Pet Sept 15 Ord Sept 15
 EISSEN, ALBERT DUKE, Basingham st, African Merchant High Court Pet Feb 12 Ord Sept 11
 EVANS, MARGARET, Mothway, nr Liangadock, Carmarthen, Farmer Carmarthen Pet Sept 16 Ord Sept 16
 FARNER, JAMES, Twickenham, Butcher Brentford Pet Sept 14 Ord Sept 14
 FENTON, ADAM BIRKMYRE, and ALEXANDER FENTON, Brondesbury, Grocer High Court Pet Sept 15 Ord Sept 15
 GIBBS, ERNEST, Stafford st, Piercaddilly, Butcher High Court Pet July 26 Ord Sept 16
 GRINSTEAD, LEONARD, Littlehampton, Lodging House Keeper Brighton Pet Aug 29 Ord Sept 14
 HOLLES, WILLIAM, Fulham, High Court Pet Sept 5 Ord Sept 14
 HUGHES, GEORGE ALBERT PHILLIPS, Narberth, Pembrokeshire, Licensed Victualler Pembroke Dock Pet Sept 14 Ord Sept 14
 JAMES, CHARLES HAY, Harringay, Commercial Clerk Edmonton Pet June 21 Ord Sept 12
 JENKINS, MARTIN, Pontypool, Coal Merchant Newport, Mon Pet Sept 14 Ord Sept 15
 JONES, DAVID EVANS, Coedpoeth, Denbigh, Stationer Wrexham Pet Sept 11 Ord Sept 11
 JONES, THOMAS, Leicester, Bootmaker Leicester Pet Sept 14 Ord Sept 14
 KINGSLEY, HENRY, Bedford, Cake Merchant Bedford Pet Aug 26 Ord Sept 16
 KNIGHT, THOMAS, Llandilo (Urban), Carmarthen, Greengrocer Carmarthen Pet Sept 15 Ord Sept 15
 KIRK, JOSEPH MOXON, Swillington, nr Leeds, Glue Manufacturer Leeds Pet Sept 14 Ord Sept 14
 LEWIS, RICHARD, Wednesbury, General Dealer Walsall Pet Sept 15 Ord Sept 15

LOGAN, THOMAS ALFRED, Bristol, Labourer Bristol Pet Sept 16 Ord Sept 16
 MANNING, HENRY WILLIAM, Bridlington, Yorks, Grocer Scarborough Pet Sept 15 Ord Sept 15

MAY, FREDERICK WILLIAM, Portsmouth, Fruit Merchant Portsmouth Pet Sept 15 Ord Sept 15
 MORGAN, JOHN, Vaynor, Brecknock, Innkeeper Merthyr Tydfil Pet Sept 15 Ord Sept 15
 NEALON, JOHN ALOYSIUS, Liverpool, Doctor Liverpool Pet Aug 24 Ord Sept 14

OAKLEY, RICHARD BANNER, Queen Victoria st, Financial Agent High Court Pet Nov 15 Ord Sept 9

PICKERILL, JAMES EDWIN, Nottingham, Musician Nottingham Pet Sept 16 Ord Sept 16

PICKIN, WILLIAM RHYL, Flint, Lodging house Keeper Bangor Pet Sept 16 Ord Sept 16

SPARKES, FREDERICK WILLIAM, Torquay, Boot Maker Exeter Pet Aug 29 Ord Sept 16

SPENCE, MARY JANE, Middleham, Yorks, Innkeeper Northallerton Pet Sept 16 Ord Sept 16

TIMMONS, EDMUND, Mansfield, Notts, Cycle Agent Nottingham Pet Sept 16 Ord Sept 16

TOLTON, HENRY, Leicester, Leicester Pet Sept 15 Ord Sept 15

TRUERENBACH, GUSTAVE LUDWIG, Baker at High Court Pet June 23 Ord Sept 10

TUNKS, GILBERT SAMUEL, Cardiff, Oven Maker Cardiff Pet Aug 23 Ord Sept 14

WEATHERLEY, WILLIAM, Bolton, Photographer Bolton Pet Sept 15 Ord Sept 15

WOODBROOK, HUGH BISHOP, Norwood, Draper High Court Pet Aug 17 Ord Sept 14

WORDALE, CHARLES THOMAS, Kingston upon Hull, Plumber Kingston upon Hull Pet Sept 15 Ord Sept 15

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